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November 10, 2004

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VIA EXPRESS MAIL (EV 455602045US)

Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

RE: US PATENT APPLICATION 10/766,042
TITLE: GOLF CLUB HEAD
APPLICANT: MARK CIASULLO

Dear Sir:

Enclosed please find a Terminal Disclaimer to Obviate a Double Patenting Rejection Over a "Prior" Patent, as well as a Statement Under 37 CFR 3.73(b). Also enclosed is the filing fee of \$55.00.

This Terminal Disclaimer is entered at the request of Examiner Sebastiano Passaniti, in connection with an Office Action on the subject Patent Application dated October 19, 2004.

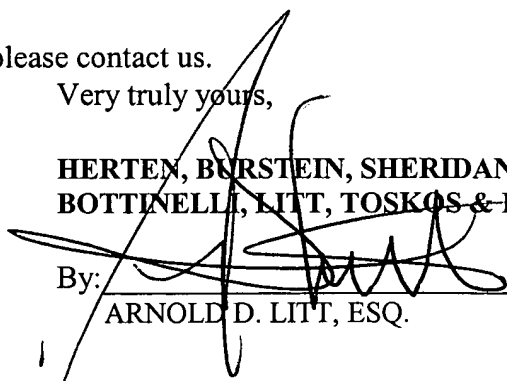
We also enclose herewith a self-addressed, stamped post card and request that you date-stamp receipt of the enclosures and return it to the undersigned.

Finally enclosed is the Certificate of Mailing.

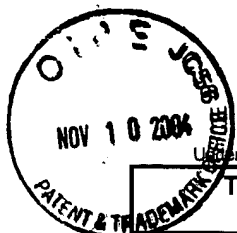
Should you have any questions, please contact us.

Very truly yours,

HERTEN, BURSTEIN, SHERIDAN, CEVASCO,
BOTTINELLI, LITT, TOSKOS & HARZ, L.L.C.

By: 
ARNOLD D. LITT, ESQ.

ADL:jlc
Enclosures



**TERMINAL DISCLAIMER TO OBIVATE A DOUBLE PATENTING
REJECTION OVER A "PRIOR" PATENT**

Docket Number (Optional)

In re Application of: Mark Ciasullo Assigned to Thunder Golf, LLC

Application No.: 10/766,042

Filed: 1/29/04, a divisional of 10/207,871, filed 7/31/02 now abandoned,
For: which is a divisional of 09/450/594, filed 11/30/99, now a US Patent
No. 6,739,984.

GOLF CLUB HEAD

The owner*, Thunder Golf, LLC of 100 percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application which would extend beyond the expiration date of the full statutory term **prior patent** No. _____ as the term of said prior patent is defined in 35 U.S.C. 154 and 173, and as the term of said **prior patent** is presently shortened by any terminal disclaimer. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the **prior patent** are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of the term of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 and 173 of the **prior patent**, "as the term of said **prior patent** is presently shortened by any terminal disclaimer," in the event that said **prior patent** later:

- expires for failure to pay a maintenance fee;
- is held unenforceable;
- is found invalid by a court of competent jurisdiction;
- is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321;
- has all claims canceled by a reexamination certificate;
- is reissued; or
- is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

Check either box 1 or 2 below, if appropriate.

1. ☒ For submissions on behalf of a business/organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned is empowered to act on behalf of the business/organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

2. ☐ The undersigned is an attorney or agent of record. Reg. No. _____

THUNDER GOLF, LLC

By: _____

Signature

Date

MARK CIASULLO, Managing Member

Typed or printed name

201-981-3591
Telephone Number

- ☒ Terminal disclaimer fee under 37 CFR 1.20(d) included.

WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.

*Statement under 37 CFR 3.73(b) is required if terminal disclaimer is signed by the assignee (owner).
Form PTO/SB/96 may be used for making this certification. See MPEP § 324.

This collection of information is required by 37 CFR 1.321. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Thunder Golf, LLC

Application No./Patent No.: 10/766,042 Filed/Issue Date: 1/29/04, a divisional of 10/207,871
filed 7/31/02 now abandoned, which is
a divisional of 09/450,594 filed
11/30/99 now US Patent No. 6,739,984

Entitled: GOLF CLUB HEAD

Thunder Golf, LLC, a New Jersey limited liability company
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached. (SEE ATTACHED)

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

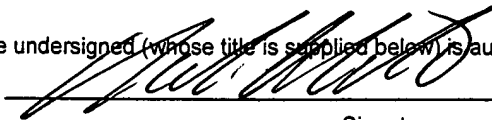
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The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
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Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.



Signature

THUNDER GOLF, LLC By: MARK CIASULLO

Printed or Typed Name

MANAGING MEMBER

Title

11/9/04

Date

201-981-3591

Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

ASSIGNMENT

FOR VALUE RECEIVED

MARK CIASULLO residing at 1 Woodmont Road, Pine Brook, New Jersey 07058 (hereinafter the "Assignor"), hereby sells, assigns, transfers and conveys unto THUNDER GOLF, L.L.C., a limited liability company of New Jersey and having a place of business at 1 Woodmont Road, Pine Brook, New Jersey 07058 (hereinafter the "Assignee"), its entire right, title and interest in and to certain Inventions relating to unique golf club, as more fully described and disclosed in Schedule "A" attached hereto and described in an application for Letters Patent of the United States executed by Mark Ciasullo, and all divisions, renewals, continuations-in-part and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all releases and extensions thereof, and all applications for Letters Patent which may be filed, and all Letters Patent which may be granted, upon said Inventions in any countries foreign to the United States, and all reissues, renewals and extensions thereof; and hereby authorize and request the Commissioner of Patents of the United States, and all officials of countries foreign to the United States having authority so to do, to issue all Letters Patent upon said Inventions to the Assignee, its successors, assigns or legal representatives or to such nominee as it may designate.

AND authorize and empower the said Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said Invention; filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may hereto forth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from

AND hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may hereto forth be substituted for it.

AND hereby covenant that Assignor has the full right to convey the entire right, title and interest herein assigned and that Assignor has not executed and will not execute any agreement in conflict herewith.

AND hereby covenant and agree that Assignor will communicate to said Assignee, its successors, assigns and legal representatives, all facts known to Assignor pertaining to said Invention, and testify in all legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, and in general perform all lawful acts necessary or proper to aid said Assignee, its successors, assigns and legal representatives or nominee in obtaining and enforcing lawful patent protection for said Inventions, in any and all countries.

SCHEDULE "A"

1. U.S. Patent Application Serial No. 09/450,594;
Filed: November 30, 1999
Title: Golf Club Head
2. U. S. Patent Application Serial No. 10/207,871, (a divisional application of 09/450,594, filed November 30, 1999);
Filed: July 31, 2002
Title: Golf Club Head
3. International Application No. PCT/US00/31160
International Filing Date: November 15, 2000
International Publication No.: WO 01/39840 A2
International Publication Date: June 7, 2001
4. European Patent Application No. 00980363.6
Filing Date: May 30, 2002 in the EPO
5. Canadian Patent Application PCT/US00/31160
Filing Date in Canadian Patent Office: May 30, 2002
6. Japanese Patent Office Application No. PCT/00/31160
Filing Date in Japanese Patent Office: May 30, 2002
7. Hong Kong Patent Application Based on EP Patent Application No. 00980363.6
Filing Date in Hong Kong Patent Office: February 27, 2003
Hong Kong Patent Application No. 0310151.2 Based on European Patent Publication No. 1233821 (Application No. 00980363.6) resulting from International Patent Publication No. WO 01/39840 (Application No. PCT/US00/31160)

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